

MASSACHUSETTS  
**Workforce Investment Act**

STEERING COMMITTEE

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**WIA Communication No. 00-04**

☒ **Policy** ☐ **Information**

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**To:** Lead Elected Officials  
Regional Employment Board Chairs  
Regional Employment Board Directors  
Service Delivery Area Directors or Designee  
Career Center Directors  
DET Regional Directors  
DET Area Directors  
(Distributions attached)

**cc:** WIA State Partners (Distributions attached)

**From:** Department of Labor and Workforce Development

**Date:** February 14, 2000

**Subject:** Memoranda of Understanding (MOU)

**Background:**

The Local Workforce Investment Board (LWIB) is responsible for setting policy for the local area portion of the Statewide workforce investment system in partnership with the Chief Elected Official (CEO). The LWIB, with the agreement of the CEO, is responsible for developing the five-year local workforce investment plan (Local Plan), conducting oversight of the One-Stop system activities under Title I of the Workforce Investment Act (WIA), and selecting One-Stop operators. The Local Plan may be modified at the discretion of the Governor or as local conditions, financing or other changes in the delivery of service or composition of the LWIB warrant. In addition, the LWIB is responsible for developing a budget for the purpose of carrying out the duties of the Local Board, subject to the approval of the Chief Elected Official.

Each Local Plan will outline the LWIB's framework for delivery of workforce investment activities for individuals and employers within the region. Individuals to be served include job seekers, dislocated workers, older workers, youth, incumbent workers, new entrants to the workforce, veterans, and persons with disabilities. The services to be provided by the One-Stop Career Center (OSCC) partners will be detailed in signed Memoranda of Understanding (MOU). The Local Plan will include copies of the signed MOU between the LWIB and each of the One-Stop partners.

## **Policy:**

### ***Memorandum of Understanding***

The WIA requires that an MOU be executed between the LWIB and each of the One-Stop Career Center partners with the agreement of the CEO. These MOUs describe the operation of the OSCC delivery system in the local area. (See 20 CFR 662.300). The LWIB, in partnership with the region's CEO, has responsibility for oversight of the One-Stop system. The MOU clearly defines the OSCC partners' respective roles and responsibilities for implementation of the provisions of Section 121 (C)(2) of Title I of the Workforce Investment Act of 1998 (WIA).

Each required partner will provide the necessary guidance and instruction to allow completion of the MOU by the entity or entities authorized to negotiate the local MOU Scope of Services. This guidance and instruction will ensure that all regulatory and programmatic requirements of partners are understood and included in the Scope of Services. Affiliated partners will provide instruction specific to their agreements with the local OSCC.

### ***Required One-Stop Career Center Partners***

The required partners are the entities that provide services as outlined in Title I of the **WIA**.

- Authorized Title I programs serving these target groups:
  - Adults
  - Dislocated Workers
  - Youth
  - Job Corps
  - Native American Programs
  - Migrant and Seasonal Farm-worker Programs
  - Veterans Workforce Programs
- Employment Service (Wagner-Peyser Act, 29 USC 49)
- Adult Education and Literacy
- Vocational Rehabilitation
- Welfare-to-Work
- Title V, Older Americans
- Post Secondary Vocational Education
- Trade Adjustment Assistance
- North American Free Trade Agreement
- Veterans Employment and Training
- Community Services Block Grant
- Housing and Urban Development (HUD Employment and Training)
- Unemployment Insurance

### ***Affiliated One-Stop Career Center Partners (Massachusetts)***

Affiliated OSCC partners may include:

- Department of Transitional Assistance (DTA)-TAFDC Employment Assistance Services Program (EASP) contracted through an Intergovernmental Service Agreement (ISA) with the Division of Employment and Training (DET) (Note: DTA also maintains contracts for services with other vendors in addition to those provided through the DET agreement.);
- Other partners as determined by the LWIB.

## ***Provisions***

The requirements for an MOU are described in further detail below:

Each MOU must contain the following required provisions:

- The services to be provided through the OSCC delivery system;
- The funding of the services and operating costs of the system (additional guidance related to cost allocation and resource sharing will be provided in a separate document);
- The methods for referring individuals between the OSCC operators and partners; (both referrals in and out)
- The duration and procedures for amending the MOU;
- Other provisions that are consistent with the WIA Regulations or other regulatory requirements agreed to by the parties.

## ***Sample MOU:***

Enclosed with this policy is a sample MOU document which local areas are encouraged to utilize as a basis for developing their local agreements. This document is provided as guidance to Workforce Investment Boards, Partners and CEOs to assist them in meeting the requirements of the Act and regulations. Local areas are not required to use this template; however, each MOU must be developed in compliance with the WIA and its implementing Regulations.

## ***Single Umbrella or Separate Agreements***

A single “umbrella” MOU may be developed that addresses the overarching issues relating to the local OSCC delivery system for the LWIB and all partners. In the alternative, the LWIB and the partners may decide to enter into separate agreements between the LWIB and one or more OSCC partners. In either situation, the requirements of 20 CFR 662.310 apply.

The Commonwealth is recommending that each area develop one umbrella MOU (draft copy attached) which has the following structure:

1. Main Body – this section will contain all general and overarching provisions of the MOU agreement such as purpose, duration, standard core services, WIA definitions, amendment/modification, management structure, cost sharing, access and other legal/regulatory provisions as deemed necessary, and must be signed by all partners. This section should also be signed by the LWIB Chair or Designee, the CEO or Designee, the Career Center Operator and the Title I Signatory (if different from the lead partner). This section must be reviewed annually, and modified as necessary.
2. Scope of Services - Each mandatory partner will provide the necessary guidance and instruction to allow completion of the MOU umbrella by the entity or entities authorized to negotiate the Local MOU Scope of Services with the LWIB. In addition to the required provisions, this guidance and instruction will ensure that all additional regulatory and programmatic requirements of partners are understood and included in the Scope of Services. Affiliated partners will provide instruction specific to their agreements with the local OSCC.

This section will consist of a separate Scope of Services attachment for each One-Stop partner. Please note that these attachments must include information specific to the partners’ operation and financial contributions to the One-Stop Center, referral mechanisms, and information on the types of services to be provided and any regulatory and performance criteria which apply. Each attachment will be signed by the partner agency, the LWIB Chair or Designee, and the Career Center Operator. If the CEO’s or

Designee's signature is not included on the Attachments and the MOU, the LWIB must otherwise document that these attachments are being entered into with the agreement of the CEO.

Attachments for each funding source will be modified on an annual basis or as needed due to a change in funding or legislation, or other significant impact. In the event that a modification is proposed for the attachment of a partner, the LWIB must determine whether the modification is significant enough to require the re-signature by all parties of the Main Body. If the LWIB determines that the change is minor, only the Attachment will need to be re-executed.

### ***Duration***

The MOUs (single "umbrella" and separate agreements) may be written for up to a five year period to coordinate with the five year funding cycle and State Plan, but in no case for less than one year. For MOUs that continue for more than one year, the LWIB must submit to Department of Labor and Workforce Development an annual certification that the information contained in the MOU is still appropriate or submit a copy of the amended MOU.

### ***Full and Effective Partnerships***

LWIBs and OSCC partners must enter into good-faith negotiations.

In the case of an impasse, LWIBs and Partners may request assistance from the administering State agencies, DLWD, the State WIB or other appropriate parties who may also consult with the appropriate Federal Agencies as needed. The LWIBs and Partners must document the negotiations and efforts that have taken place.

Any failure to execute an MOU between the LWIB and a required partner by May 1, 2000 must be reported by the LWIB and the required partner to DLWD and the State agency responsible for administering the partner's program as required by the LWIB certification criteria. DLWD and the responsible State agency must report the failure to execute the MOU to the Secretary of Labor and to the head of any other Federal agency with responsibility for oversight of the partner's program.(WIA Sec. 121c).

If an impasse has not been resolved through the alternatives available pursuant to 20 CFR 662.310, any partner that fails to execute an MOU may not be permitted to serve on the LWIB. In addition, any local area in which the LWIB has failed to execute an MOU with all the required OSCC partners is not eligible for State incentive grants awarded on the basis of local coordination of activities pursuant to 20 CFR 665.200 (d)(2).

### ***Signatories (Massachusetts)***

The chairperson of the LWIB and the CEO or their designee(s) must sign and date the MOU(s). If the CEO or designee's signature is not included, the LWIB must attach documentation that reflects the agreement of the CEO. The signature(s) of the authorized OSCC partner(s) or their designee(s) must be made part of the MOU(s).

It is recommended and that LWIBs negotiate with all workforce development partners, including those not considered "mandatory" partners, to ensure the widest range of available client services.

***References:***

Workforce Investment Act of 1998, Public Law 105-220

Workforce Investment Act Interim Regulations (20 CFR 652 et al)

***Action Required:***

Each LWIB must develop one or more MOU(s) with the local OSCC partners relating to the operation of the OSCC delivery system in the local area. This agreement must be developed and executed with the agreement of the CEO, in place no later than May 1, 2000, and included in the submission of the region's Local Plan.

Each mandatory OSCC partner must prepare sufficient instruction and guidance to allow negotiation of the MOU (or agency Scope of Services) between the LWIB and the partner. Additional requirements for inclusion in the MOU may be delineated in the WIA Local Planning Instructions to be issued by the Commonwealth, with a Technical Assistance Conference planned for the near future.

***Questions and Comments:***

Questions related to this policy should be directed to Kim McLaughlin at the Department of Labor and Workforce Development (617) 727-6573 x104.

***Filing:***

Please file this in your notebook of previously issued WIA Communication Series Issuances as #00-04.

**MEMORANDUM OF UNDERSTANDING  
LOCAL TEMPLATE SECTIONS**

**PREAMBLE**

**DEFINITIONS**

**I. PARTIES**

**II. PURPOSE**

**III. VISION**

**IV. DURATION**

**V. PROCEDURES FOR AMENDMENT**

**VI. SERVICES**

**VII. REFERRALS**

**VIII. FUNDING-COST SHARING**

**IX. ONE-STOP CAREER CENTER MANAGEMENT**

**X. SIGNATORIES**

**ATTACHMENTS (20 CFR 662.200 Programs) :**

**ATTACHMENT A. – Division of Employment and Training**

**ATTACHMENT B. – Department of Education**

**ATTACHMENT C. – Massachusetts Rehabilitation Commission**

**ATTACHMENT D. - Department of Transitional Assistance (Affiliated)**

**ATTACHMENT E. - Department of Elder Affairs**

**ATTACHMENT F. - Massachusetts Commission for the Blind**

**ATTACHMENT G. - Corporation for Business, Work and Learning**

**ATTACHMENT H. - Department of Housing and Community Development**

**ATTACHMENT I. - Job Corps (when applicable)**

# LOCAL MEMORANDUM OF UNDERSTANDING

## Sample

### PREAMBLE

The Commonwealth of Massachusetts has a vision for a Workforce Investment System that is designed to meet the needs of the Commonwealth's workforce in the 21<sup>st</sup> Century. That vision has two components: 1. Determining the goals that the Massachusetts workforce investment system will be designed to achieve, and 2. Determining how the workforce investment system will be designed to ensure achievement of those goals.

The Commonwealth's plan for the implementation of the Federal Workforce Investment Act of 1998 (P.L. 105-220) in Massachusetts is guided by this overall vision and the One-Stop Career Center System will play a central role in moving the Commonwealth towards its achievement. The expansion of the existing One-Stop Career Center System will aid in the integration of formerly discrete programs, broaden the scope of service to employers and job seekers, and improve the quality of services delivered.

The Governor has designated the \_\_\_\_\_ Local Workforce Investment Board (LWIB) as the local entity with lead responsibility for the implementation of the Workforce Investment Act (WIA) in the \_\_\_\_\_ Region of Massachusetts.

In executing its responsibilities, \_\_\_\_\_ WIB will continue to demonstrate its commitment to the One-Stop Program by working closely with the Chief Elected Official (CEO) and each of its local partners to develop a workforce investment system that will respond to the Governor's mandate and meet the needs of residents and employers of the Commonwealth.

### DEFINITIONS

- Chief Elected Official (CEO) – The Chief Elected Executive Officer of a unit of general local government in the designated local workforce investment area charged by the Governor with primary responsibility to execute the CEO role mandated by the Workforce Investment Act.
- Memorandum of Understanding (MOU) – An agreement developed and executed at the local level between the LWIB and the One-Stop partners, with the agreement of the Chief Elected Official, relating to the operation of the One-Stop delivery system in the local area.
- Interagency Partnership Agreement (State Level Agreement) – An agreement developed and executed at the State level between DLWD, as the lead entity designated by the governor, and the partnering agencies, to demonstrate commitment to the Massachusetts WIA vision and basic operating principles for the operation of the workforce investment system.
- One-Stop Career Center (OSCC) – The entity mandated by the Workforce Investment Act to operate for job seekers and employers as the universal point of access to a streamlined and coordinated system for the delivery of workforce services and information.
- One-Stop Career Center Operator – The entity designated and certified by the LWIB, with the agreement of the CEO, to perform the role described in 20 CFR 662.400. In

Massachusetts, this role commonly includes the coordination and management of services provided within a center.

- Partner (Required) – The entities that operate the workforce development programs identified in WIA Section 121(b)(1) and in 20 CFR Part 662.200 of the WIA Regulations and are named as required participants in the provision of core services in the One-Stop delivery system.
- Partner (Affiliated) – Other entities that carry out human resource programs, including Federal, State or local programs, and programs in the private sector. They may serve as additional partners if the LWIB and the CEO approve the entity's participation.
- Resource Sharing Agreement/Cost Allocation Plan – A local document that describes the methodologies for the equitable allocation of costs among benefiting cost objectives in a One-Stop career center.
- Title One Signatory – The local entity which has the lead responsibility to administer the policies, interpretations, guidelines and definitions relating to program operations under Title I of the Workforce Investment Act.
- WIA Communication Series – A formal series of numbered, written memos that are designed to guide state and local entities in implementing the Workforce Investment Act in Massachusetts through the issuance of policy and information / technical assistance guidance.
- Workforce Investment Act of 1998 – Public Law 105-220 (August 7, 1998), which provides the framework for a unique national workforce preparation and employment system that consolidates, coordinates and improves employment, training, literacy and vocational rehabilitation programs in order to meet the needs of employers and jobseekers.
- State Workforce Investment Board (SWIB) – Formerly the MassJobs Council, the role of the State WIB is to assist the Governor in the development of the state workforce investment plan (State Plan) and to carry out the additional functions described in WIA Section 111(d).
- Local Workforce Investment Board (LWIB) – Formerly the Regional Employment Board (REB), the role of the LWIB is to set local policy and oversee workforce investment programs in partnership with the CEO for the local workforce investment area (LWIA).

## **I. PARTIES**

This Memorandum of Understanding (MOU) is entered into between the \_\_\_\_\_ Workforce Investment Board, the Chief Elected Official, the One-Stop Career Center Operator and the Massachusetts partners named below for the \_\_\_\_\_ One-Stop Career Center(s):

- Division of Employment and Training
- Department of Education
- Massachusetts Rehabilitation Commission
- Department of Transitional Assistance (Affiliated)
- Department of Elder Affairs
- Massachusetts Commission for the Blind
- Corporation for Business, Work, and Learning



- Department of Housing and Urban Development
- Job Corps (when applicable)

## II. PURPOSE

The purpose of this MOU is to establish an agreement **between each of the above named parties/ entities and the Local Workforce Investment Board (LWIB)** concerning their respective roles and responsibilities for implementation of the provisions of Section 121(c)(2) of Title I of the Workforce Investment Act of 1998.

This agreement is to coordinate resources to prevent duplication and ensure the effective and efficient delivery of workforce services in the \_\_\_\_\_ area. In addition, this agreement will establish formalized, joint processes and procedures that will enable the LWIB to provide universal access to the current workforce delivery system resulting in a seamless and comprehensive array of employment services, job training, education and other workforce development services to the \_\_\_\_\_ area.

The Parties to this agreement shall coordinate and perform the activities and services described herein within the scope of and without violation or abridgement of any legislative, regulatory or collective bargaining requirements governing the parties' respective programs, services, and agencies. If any part of this agreement is determined by a court of competent jurisdiction to be unenforceable or illegal, the agreement will continue in force, but the offending provision(s) shall be severed from the agreement and will have no effect on the agreed upon performance.

## III. VISION

The parties who enter into this agreement are committed to a Massachusetts workforce investment system that is built upon the following principles:

- The Massachusetts workforce investment system will be built on and guided by a genuine partnership between the public and private sectors and between state and local stakeholders.
- A common strategic vision will guide the entire workforce investment system. This vision will be translated by each partner into concrete goals, which complement the goals of all other partners.
- The Massachusetts workforce investment system will be responsive to its customers and will provide them with the opportunity to make informed choices.
- The workforce investment system will focus on those skills that improve workers' employability in the marketplace.
- Programs and services will be developed based on a continuing assessment of firms' needs and workers' skills.
- The workforce investment system will provide a coordinated progression of services that is easily understood by and accessible to the Massachusetts workforce and employers.
- The workforce investment system will be run efficiently. Customers will have access to a range of services, which can accommodate those most job ready. Intensive services will be reserved for those most at risk of suffering unemployment, serious income loss and/or poverty.

## IV. DURATION

This agreement shall commence on \_\_\_\_\_  
(date)  
and shall terminate on \_\_\_\_\_, unless otherwise terminated by  
(date)  
agreement of all parties or superseded.

## V. PROCEDURES FOR AMENDMENT

A. The MOU may be modified by mutual agreement of the appropriate partners and the \_\_\_\_\_ Workforce Investment Board (WIB) (example: Funding changes). Any such modification will be preceded by 30-days written notice to all partners of the intent to modify this agreement, the purpose of such modification, and the WIB meeting at which the modification will be discussed.

B. Any individual party to the MOU may request a modification to the agreement by making such request in writing to the LWIB Chair. If such a request affects any other party to the agreement, the LWIB will follow notification procedures specified in A., above, concerning notification to the other parties.

C. The MOU may be modified at any time to include additional One-Stop Career Center partners (mandatory or affiliated) who will sign the agreement and appropriate attachment at the time they are being added. All parties to the MOU will be notified in writing of the intention to add parties to the agreement.

## VI. SERVICES

The core services applicable to this agreement are those described in the WIA Regulations at 20 CFR 662.640 and WIA Communication Series #00-03. Pursuant to 20 CFR 662.640 and the WIA Policy, these services must be available to those clients eligible for services from each mandatory OSCC partner and described in the appropriate **attached Scope of Services. The Scope of Services will detail** the manner in which those services will be integrated into the operations of the One-Stop Career Center. **Mandatory partners will provide the necessary guidance and instruction to allow completion of the MOU by the entity or entities authorized to negotiate the MOU Scope of Services. This guidance and instruction will ensure that all regulatory and programmatic requirements of partners are understood and included in the Scope of Services.** Affiliated partners will comply with the attachment specific to their agency / source of funds.

## VII. REFERRALS

The intake process shall include a referral process to direct applicants to the appropriate OSCC partners for the receipt of needed services and appropriate processes for the referral of applicants to training and to employers. Each attachment will provide a clear description of these referral methods and on-site or electronic access procedures appropriate to that entity / funding source.

## VIII. FUNDING - COST SHARING

Each partner must contribute a fair share of the operating costs (cash or resources) based on their projected use of the One-Stop Career Center system and facilities by individuals attributable to the partner's program, but consistent with the requirements of the Federal law under which the program is authorized (WIA Section 121 (b)(1)(A)(ii). Affiliated partners will comply with the terms contained in their attachment. Note: As stated in 20 CFR 662.280, the resources of each partner may only be used to provide services that are authorized and provided under the partner's program to individuals who are eligible under such program.

A resource sharing agreement shall be executed **as part of the attached Scope of Services** to ensure that services are provided in a coordinated manner and that costs are allocated in a manner that will achieve an equitable distribution of costs among the benefiting cost objectives. Federal cost principles shall govern. The resource sharing agreement must articulate a method to be used to reconcile actual activities to the plan and be able to adjust for significant variations. It must specify the circumstances under which it may be modified and the procedures to be used. It should accomplish the following:

1. Identify common goals and joint activities and define ways of measuring the services provided,
2. Establish a funding plan, which states who pays for which costs and when and how these will be reconciled,
3. Determine how results will be tracked and reported, and
4. Verify equitable benefit, analyze performance and reconcile at year's end.

The partner's attachment will delineate the resources that the partner will make available to the system and will be consistent with the methodology for cost allocation agreed to by the partners and consistent with the cost allocation plan adopted by the local area. This will include costs associated with items such as personnel, rent, equipment, utilities, janitorial, etc. Information will be supplied in such a way as to make it possible for the Operator to determine the proportionate costs to be shared by each partner.

## IX. ONE-STOP CAREER CENTER MANAGEMENT

All partners commit to mutual cooperation and to the continuous quality improvement of services to employers and job seekers. All partners further agree to comply with the policies, procedures and directives of the integrated structure that manages the One-Stop Career Center Operation in a manner appropriate to their use of the One-Stop Career Center facilities and resources and consistent with the terms of their attachment to this agreement. This may include, but is not limited to, such items as management of day-to-day center operations, provision of information for audit, compliance, legislative or review purposes, information technology (subject to confidentiality limitations), planning, resource utilization, dispute/grievance resolution, client flow and the provision of services to clients. In addition, all parties agree to respect the integrity of existing collective bargaining contracts in developing their management plan.

## X. SIGNATORIES

By signing this agreement, all parties agree that the provisions contained herein are subject to all applicable, Federal, State and local laws, regulations and/or guidelines relating to

nondiscrimination, equal opportunity, displacement, privacy rights of participants, and maintenance of records and other confidential information relating to One-Stop Career Center customers. By signatures affixed below, the parties specify their agreement:

\_\_\_\_\_  
Workforce Investment Board Chair or Designee (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
WIB Chair (Typed Name and Title)

\_\_\_\_\_  
Chief Elected Official or Designee (Signature)  
One-Stop Career Center Partner or Affiliate Partner  
or Designees and Title One Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Elected Official or Designee - One-Stop Career Center  
Partner or Affiliate Partner or Designees and Title One Signatory  
(Typed Name and Title)

\_\_\_\_\_  
Division of Employment and Training (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
Department of Education (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
Massachusetts Rehabilitation Commission (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
Department of Transitional Assistance (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Typed Name and Title)

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Department of Elder Affairs

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(Signature)

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Date

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(Typed Name and Title)

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Commission for the Blind

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(Signature)

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Date

---

(Typed Name and Title)

---

Corporation for Business, Work, and Learning

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(Signature)

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Date

---

(Typed Name and Title)

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Department of Housing and Community Development

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(Signature)

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Date

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(Typed Name and Title)

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One-Stop Career Center Operator (Lead Partner) (Signature)

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Date

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(Typed Name and Title)

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Title I Signatory (If not Lead Partner)

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Date

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(Typed Name and Title)

**SAMPLE  
ATTACHMENT A  
AGENCY NAME**

*Please note: Additional requirements for inclusion in the MOU may be delineated in the Planning Instructions.*

**Type:**

- ☐ **One-Stop Career Center Mandatory Partner**  
☐ **One-Stop Career Center Affiliate Partner**

**The following describes: (attach sheets as needed)**

- a. The type of services that will be provided by the One-Stop Career Center partner and how those services will be integrated into the One-Stop Career Center.**
- b. The referral process that will be used to direct applicants to the appropriate OSCC partners for the receipt of needed services.**
- c. The operating costs that will be contributed by the partner.**

\_\_\_\_\_  
Division of Employment and Training (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Type Name and Title)

\_\_\_\_\_  
Workforce Investment Board Chair or Designee (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Type Name and Title)

\_\_\_\_\_  
Chief Elected Official or Designee (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Type Name and Title)

\* If the CEO or designee's signature is not included, the LWIB must attach documentation that reflects the agreement of the CEO.